

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-163-E**

IN RE:)
SolAmerica SC, LLC and Edgefield County)
S1, LLC,)
)
)
)
Movants,)
)
)

**MOTION TO MAINTAIN
STATUS QUO**

INTRODUCTION

SolAmerica SC, LLC and Edgefield County S1, LLC (hereinafter collectively as, “SolAmerica”, or “Movants”), hereby move the Public Service Commission of South Carolina (“Commission”), to maintain the status quo between Movants and South Carolina Electric & Gas, Company (“SCE&G”), inclusive as of the date of this filing, going forward and relating back to the filing of a Request by SolAmerica, of even date. That Request is incorporated herein by reference, as if set forth verbatim.

MOTION TO MAINTAIN STATUS QUO

Movants move this Commission to maintain the status quo, between the Movants and SCE&G, inclusive as of the date of this filing. Namely, Movants’ requirement to post \$450,000.00 in collateral (the “Development Period Credit Support”) due on even date to SCE&G, which collateral continues Movants’ rights under that certain Power Purchase Agreement, between the Movants and SCE&G, dated April 9, 2018. This Motion should be read in harmony and in light of Movants’ Request for Modification, filed on even date, which asks this Commission to align the Project completion date in the Power Purchase Agreement described hereinabove, and that certain Interconnection Agreement, between the Movants and SCE&G, dated October 4, 2016.

It is uncontroverted that Section 12.12 of the Interconnection Agreement between the Movants and SCE&G described hereinabove, gives Movants the right to seek modification of the Interconnection Agreement, from this Commission.¹ As stated, that Request for Modification was filed on even date. With that unquestioned right, the Movants cannot be deprived of that right by SCE&G being allowed to require Movants to make post \$450,000.00 of collateral before this Commission has heard and decided Movants' Request for Modification.

WHEREFORE, the Movants, based on the foregoing, move to maintain the status quo, between the Movants and SCE&G, inclusive as of the date of this filing, going forward and in the light of the Request by Movants filed with this Commission, on even date. Namely, this Commission should Order that Movants' rights under the Power Purchase Agreement shall be preserved and that, Movants may post the \$450,000.00 collateral, nominally due on May 9, 2018, within thirty (30) days of this Commission's future Order on the Request for Modification.

MOVANTS FURTHER REQUEST SUCH OTHER AND FURTHER RELIEF AS THIS COMMISSION MAY DEEM JUST AND PROPER.

This 9th day of May, 2018.

Respectfully Submitted,

/s/

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May 9, 2018
 Columbia, South Carolina

¹ Similarly, Section 15.18 of the PPA provides that the Commission may modify the PPA in whole or in part upon motion.